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MEMORANDUM OF AGREEMENT

between the

COMMONWEALTH OF MASSACHUSETTS

and the

MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS AND SCIENTISTS

July 1, 1990 - June 30, 1993

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MEMORANDUM OF AGREEMENT

between the

COMMONWEALTH OF MASSACHUSETTS AND MOSES

It is hereby agreed and understood that the Collective Bargaining Agreement between the parties for the period July 1, 1986 - June 30, 1989 shall continue in full force and effect, except as modified by the amendments herein. Such amendments shall become effective on the signing date of the agreement unless specified otherwise.

Article 5,	Sections 2, 3, and 8
Article 7,	Sections 1, 2, 6, 7, and 8
Article 8,	Sections 1, 7, 8, and 9
Article 9,	Sections 2, 3, 4, 6, 8, 11, 12, 13, 14, 15, and 16
Article 10,	Sections 6, 7, 9, and 10
Article 11,	Sections 1, 2, and 3
Article 12,	Sections 1, 2, 8, 9 and 10
Article 12A,	Deleted in its entirety
Article 13,	Section 2 and 3
Article 13A,	Sections 2, 5, and 6
Article 13C,	In its entirety
Article 14,	Section 1
Article 15,	Section 1
Article 17,	Sections 1, 4, 5, and 6
Article 17A,	Section 3
Article 17B,	In its entirety
Article 18,	In its entirety
Article 19,	Section 7
Article 19A,	Add in its entirety
Article 20,	In its entirety
Article 23A,	Section 11
Article 24,	Sections 2 and 4
Article 24A,	Sections 1 and 3
Article 26A,	Add in its entirety
Article 29,	In its entirety
Appendix A	(1,2,3,4, 5 and 6)
Appendix B	(1 and 2) deleted
Appendix C	(1,2 and 3) deleted
Appendix F	In its entirety

Delete Supplemental Agreement on Article 18

Signed this 2nd day of JANUARY, 1991

For MOSES:

Paul K. Donohue
President

John F. Fitzgerald, Jr.
Chairman, Collective
Bargaining Committee

For The Commonwealth:

L. Edward Lashman
Commissioner of Administration

John R. McKeon, Director
Office of Employee Relations

PREAMBLE

This Collective Bargaining Agreement is entered this 2nd day of January 1997 by the Commonwealth of Massachusetts acting through the Commissioner of Administration and his Division of Employee Relations, hereinafter referred to as the "Employer" or the "Commonwealth"; and by the Massachusetts Organization of State Engineers and Scientists, hereinafter referred to as "MOSES"; and has as its purpose the promotion of harmonious relations between MOSES and the Employer.

ARTICLE 1

RECOGNITION

Section 1. The Commonwealth recognizes MOSES as the exclusive collective bargaining representative of employees of the Commonwealth in job titles in Unit 9, as certified by the Labor Relations Commission in its Certification of Representation dated July 14, 1977 (Case No. SCR-2099).

It is understood that the Division of Employee Relations ("OER") has been designated by the Commissioner of Administration to represent the Commonwealth in Collective Bargaining and that all collective bargaining on behalf of the Commonwealth shall be conducted solely by the Division of Employee Relations.

Section 2. As used in this contract the term "employee" or "employees" shall

A. include full-time and regular part-time persons employed by the Commonwealth in job titles in the bargaining unit included in Section 1 above, including federally funded employees and seasonal employees whose employment is for a period of ninety consecutive days or more.

B. exclusion :

(1) all managerial and confidential employees;

(2) all employees employed in short term jobs established by special federal or state programs such as summer jobs for underprivileged youths; and

(3) all intermittent employees.

C. A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve months or more, or an employee who normally works a full workweek and has been employed for twelve consecutive months or more.

D. A regular part-time employee is defined as an employee who is expected to work fifty percent or more of the hours in a work year of a regular full-time employee in the same title.

E. An intermittent employee is defined as an employee who is neither a full-time nor a regular part-time employee and whose position has been designated as an intermittent position by his/her appointing authority in accordance with existing written procedures of the Personnel Administrator, or those procedures as hereafter amended.

ARTICLE 2

RULES AND REGULATIONS

The Rules and Regulations governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, Other Leave, Charges and State Personnel, Accident Prevention, as Authorized by Section 28 of Chapter 7 of the General Laws ("Red Book") and those Rules and Regulations governing Classifications, Salaries, Allocations, Individual Reallocations, Salary Increments as authorized by Section 45(5) and Section 53 of Chapter 30 of the General Laws ("Gray Book") shall not apply to employees covered by this Agreement.

ARTICLE 3

MOSES SECURITY

Dues/Agency Fee Checkoff

Section 1. MOSES shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee.

Section 2. An employee may consent in writing to the authorization of the deduction of dues from his/her wages and to the designation of MOSES as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her MOSES dues check-off authorization by giving at least sixty days notice in writing to his/her department head, and by filing a copy thereof with the Treasurer of MOSES.

Section 3. An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of MOSES as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty days notice in writing to his/her department head, and by filing a copy thereof with the Treasurer of MOSES.

Section 4. The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with Departmental policy as of July 1, 1976 to the Treasurer of MOSES together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the Treasurer of MOSES has given to MOSES a bond, in a form approved by the Commissioner of the Department of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

ARTICLE 4

AGENCY FEE

Section 1. Each employee who elects not to join or maintain membership in MOSES shall be required to pay as a condition of employment, beginning thirty days following the commencement of his/her employment or the execution of this Agreement, whichever is later, a service fee to MOSES in an amount not to exceed the amount of periodic dues paid by employees who are members of MOSES.

Section 2. This Article shall not become operative as to employees in any statewide bargaining unit certified to MOSES until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

Section 3. MOSES shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of MOSES for not paying the agency fee. MOSES will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

Section 4. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

ARTICLE 5

MOSES BUSINESS

Section 1. MOSES Representation

MOSES staff representatives shall be permitted to have access to the premises of the Employer for the performance of official MOSES business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. MOSES will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

Section 2. MOSES Stewards

MOSES stewards or officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied.

Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave at any one time.

Section 3. Paid MOSES Leave of Absence

Leaves of absence without loss of wages, benefits, or other privileges to attend meetings, conventions, and executive board meetings of the local, city, state, regional, and parent organizations may be granted to MOSES officers, stewards, and elected delegates of MOSES.

Time off without loss of wages, benefits, or other privileges may be granted to MOSES negotiating committee members for attendance at negotiating sessions and related MOSES caucuses.

Time off without loss of wages, benefits, or other privileges may be granted to representatives and officers of the MOSES to attend joint MOSES/Management meetings.

All leave granted under this section shall require prior approval of OER.

Section 4. Unpaid MOSES Leave of Absence

Upon request by MOSES, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of MOSES. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of MOSES. Advance approval of OER is required for all such leaves of absence or the extension thereof. Approved requests will be granted by the department/agency head up to a maximum of three persons for Unit 9 provided no adverse effect on the operations of the department/agency results.

Section 5. Attendance of Hearings

Representatives and officers of MOSES may be granted leave of absence without loss of pay to attend hearings before the Legislature and State agencies concerning matters of importance to MOSES. Such leave will require prior approval of OER. MOSES will make every reasonable effort to notify OER three (3) days in advance of such hearings.

Section 6. MOSES Use of Premises

MOSES shall be permitted to use those facilities of the Employer for the transaction of MOSES business during working hours which have been used in the past for such purpose, and to have reasonable use of the Employer's facilities during off duty hours for MOSES meetings subject to appropriate compensation if required by law.

This Section shall not be interpreted to grant an employee the right to carry on MOSES business during his/her own working hours, not granted elsewhere in the contract.

Section 7. Bulletin Boards

MOSES may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on MOSES stationery, signed by an official of MOSES, and shall only be used to notify employees of matters pertaining to MOSES affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 8. Employer Provision of Information

The Employer shall be required to provide MOSES with the following information:

A. Concurrent with the issuance of paychecks to workers in Unit 9, a complete list of all employees for whom dues or agency fee have been deducted (Known as report NO: PAYRO3A "OER Payers Report"), sorted as follows:

1. State agency/department
2. Alphabetical list by last name/first name.

It shall contain the following information:

(1) Full name
(2) Social security number (if approved by Attorney General)
(3) Division number
(4) Dues/agency fee status
(5) Job title
(6) Agency number
(7) Bargaining unit
(8) Scheduled hours
(9) Deduction amount authorized
(10) Total paid

B. On monthly basis a complete list of all employees who are in Unit 9 job titles sorted as follows:

1. State agency/department
2. Agency number
3. Division number
4. Alphabetical by last name/first name.

It shall contain the following information:

(1) Full name
(2) Social security number (If approved by Attorney General)
(3) Division number
(4) Employee address
(5) Job title
(6) Agency number
(7) Bargaining unit
(8) Scheduled hours
(9) Entry date for latest change in information pertaining to individual
(10) Code for latest change in information (entry to agency, division change, employee address change, job title change, bargaining unit change, scheduled hours change).

C. On a monthly basis a complete list of all terminated employees sorted as follows:

1. State agency/department
2. Agency number
3. Division number
4. Alphabetical by last name/first name.

It shall contain the following information:

(1) Full name
(2) Social security number (If approved by Attorney General)
(3) Division number
(4) Dues/agency fee status
(5) Job title
(6) Agency number
(7) Bargaining unit
(8) Scheduled hours
(9) Deduction amount authorized
(10) Total paid
(11) Date terminated
(12) Reason for termination (i.e. retired, died, quit, laid off, transferred) provided with the understanding individuals listed as terminated may have transferred to another agency.

D. On a monthly basis a complete list of all added employees sorted as follows:

1. State agency/department
2. Agency number
3. Division number
4. Alphabetical by last name/first name.

It shall contain the following information:

(1) Full name
(2) Social security number (If approved by Attorney General)
(3) Division number
(4) Dues/agency fee status
(5) Job title
(6) Agency number
(7) Bargaining unit
(8) Scheduled hours
(9) Deduction amount authorized
(10) Date added on
(11) Reason for addition (i.e. new hire, transfer, recall, promotion into Unit, reallocation).

E. On request by MOSES, the Employer shall provide complete lists of codes used for job title, termination, agency, division and other codes along with the definitions for those codes. Wherever applicable this shall include correct address and telephone numbers.

F. On request by MOSES , the Employer shall provide a current and complete list of employees in each department/agency by title, listed within each title in order of date of employment.

G. On request by MOSES, the Employer shall provide a current and complete list of employees in each department/agency by title, listed in each title by Civil Service status, (permanent, temporary after certification, provisional), and in order of Civil Service seniority. Permanent status in another title will be given where applicable.

H. The Employer will provide MOSES the information, as required by this Section, in hard copy format. At the request of MOSES, the employer will attempt to provide this information in a magnetic format.

I. Any reference to the provision of an employee's social security number shall be dependent on the Attorney General determining that it is legal.

J. The information contained in this Section shall be provided as soon as is administratively feasible.

Section 9. Orientation

Where the department/agency provides an orientation program for new employees, one-half hour shall be allotted to MOSES and to the new employees during which time a MOSES representative may discuss MOSES with the employees.

ARTICLE 6

ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. The Employer and MOSES agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, or mental or physical handicap.

Section 2. MOSES and the Employer agree that when the effects of employment practices, regardless or their intent, discriminate against any group of people on the basis of race, religion, age, sex, national origin, or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

Section 3. The Statewide MOSES/Management Committee established pursuant to Article 26 shall give priority to the area of affirmative action. The Committee shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the policy and commitments contained in the Governor's Executive Order No. 227 dated February 25, 1983 or as subsequently amended.

Section 4. The provisions contained in ARTICLE 14 and ARTICLE 18 shall not be construed to impede the implementation of affirmative action programs developed by departments/agencies in accordance with the goals set forth in this Article.

Section 5. There shall be no discrimination by the Employer or its Agent against any employee because of his/her activity or membership in MOSES.

Section 6. The Employer shall not interfere with MOSES' legal rights to self-operation, nor shall any officer or representative of MOSES be prevented from serving in his/her capacity under the law.

ARTICLE 7

WORKWEEK AND WORK SCHEDULES

Section 1. Scheduled hours, workweek, workday

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one half hours per week excluding meal periods or forty hours per week excluding meal periods, as has been established for that job title at the particular job location. Any employee whose regular workweek has averaged more than forty hours excluding meal periods in the past shall have a forty hour workweek.

B. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and MOSES stewards.

C. When the Employer desires to change the work schedule of an employee he shall give the affected employee at least ten days' written notice of such contemplated change, except in cases of emergency involving the protection of the property of the Commonwealth or involving the health and safety of those persons whose care and/or custody have been entrusted to the Commonwealth. However, a declaration of emergency shall not be used for the purpose of avoiding the payment of overtime.

D. To the extent practicable, the normal workweek shall consist of five consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable employees in continuous operations shall receive two consecutive days off in each seven day period. The parties shall establish a joint MOSES/Management Committee in each department/agency to study those situations where such work schedules do not now prevail in an attempt to determine the practicability of establishing a regular work schedule for employees which might consist of five consecutive workdays followed by two consecutive days off. This subsection should not apply to employees in authorized flexible hours programs.

E. The parties acknowledge the benefit of establishing alternative work schedules, including but not limited to flexible hours, staggered hours, part-time and job sharing where such programs contribute to the efficient delivery of state services. The MOSES/Management Committee established pursuant to Article 26 of this Agreement shall meet to determine the feasibility of establishing such options where they do not currently exist, to monitor existing programs, and to recommend changes where appropriate. Upon the written request of either party, MOSES shall meet with local and central office representatives relative to developing and implementing flex-time/alternative-work schedules where feasible for an individual worksite/facility or for the department/agency. Following said meetings where there continues to be any unresolved issues the areas of dispute may be brought at the request of either party to the Office of Employee Relations to work toward a possible resolution. All agreements reached pursuant to the above paragraph shall be submitted to MOSES and the Office of Employee Relations for approval.

Section 2. Overtime

A. Overtime shall be voluntary except in an emergency. There shall be no discrimination or discipline taken against any employee who declines to work overtime in a non-emergency situation.

B. An employee shall be compensated at the rate of time and one half his/her regular rate of pay for authorized overtime work performed in excess of forty hours per week.

C. An employee whose regular workweek is less than forty hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty hours per week that is in excess of his/her regular workweek.

D. An employee shall be compensated at the rate of time and one half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight hours in his/her regular workday except that an employee whose regular workday is more than eight hours shall be compensated at the rate of time and one half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday. Compensatory time off in lieu of pay for overtime work shall not be granted to employees except as provided by Paragraph J of this Section. The Employer shall not, for the purpose

of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the appointing authority and by the Personnel Administrator.

E. All time for which an employee is on full pay status such as sick leave, vacation, paid education leave and paid MOSES leave shall be considered time worked for the purpose of calculating overtime compensation.

F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

G. The Employer shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.

H. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek. Department heads and MOSES representatives at each location shall work out procedures for implementing this policy of distributing overtime work.

I. The provisions of this Section shall not apply to employees on full travel status to the extent permitted by law.

J. The development by department heads and MOSES representatives of written procedures for the equitable and impartial distribution of overtime is a precondition for compensatory time in lieu of pay for overtime being allowed at any work location. In addition, compensatory time in lieu of payment for overtime shall only be allowed as follows:

Upon the request of an employee, an appointing authority may grant at its discretion compensatory time in lieu of payment for overtime at a rate not less than one and one-half hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of one hundred and twenty hours and may be used in two hour increments. An appointing authority shall permit the use of compensatory time at the employee's request, provided the use of compensatory time does not unduly disrupt the operation of a department or agency. Upon termination an employee shall be paid for all unused compensatory time at the final regular rate of pay.

Section 3. Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the department/agency and the needs of the employee.

Section 4. Rest Periods

Employees may be granted a rest period of up to fifteen minutes per workday, except that employees who have received more frequent rest periods as a matter of past contract or practice shall continue during the term of this contract to enjoy the same rest period benefits so received in the past.

Section 5. Call Back Pay

An employee who has left his/her place of employment after having completed work on his/her regular shift and is called back to a work place prior to the commencement of his/her next scheduled shift shall receive a minimum of four hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

An employee who is called back to work as outlined above but is not called back to a work place shall receive a minimum of two hours pay at his/her regular overtime rate. For the purpose of this Section, a "work place" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment.

Section 6. Stand-by Duty

A. An employee who is required by the department head to leave instructions as to where he/she may be reached in order to report to work when necessary shall be reimbursed at a rate of ten dollars pay for such period.

B. The stand-by period shall be fifteen hours in duration for any night stand-by duty including Saturdays, Sundays, and holidays, and shall be nine hours in duration for any daytime stand-by duty including Saturday, Sunday or holiday.

C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.

D. Should a department head require coverage of a work location on a 24-hour basis, such department head will establish a list of employees to be available for duty. The least senior employee in the work location shall be first on the list. Having once been put on stand-by duty, the next junior employee will be placed on stand-by duty, etc.

With the approval of the department, employees may substitute for one another under this Section.

E. Stand-by duty shall be voluntary except in the case of an emergency. There shall be no discrimination or discipline taken against any employee who declines stand-by in a non-emergency situation. Should no volunteer be available and the department head determines that an emergency exists, the department head will assign an employee to such stand-by duty.

F. When the practice has been for the Employer to provide the employees on stand-by with a beeper, this practice shall continue.

Section 7. Shift Differential

A. Employees rendering service on a regular basis whose regular workday is on a second or third shift as defined in Paragraph C shall receive a shift differential of $0.50 per hour. Effective December 30, 1990, the shift differential shall be 65 cents per hour. Effective December 29, 1991, the shift differential shall be 85 cents per hour. Effective January 3, 1993, the shift differential shall be $1.00 per hour.

B. The above shift differential shall be paid in addition to regular salary for employees when their entire workday is on a second or third shift or when the employee works any portion of a second or third shift replacing a worker who normally works such second or third shift. The overtime rate for employees who are entitled to a shift differential shall be computed based on the following method: the regular hourly salary rate plus the hourly shift differential times one and one-half equals the overtime rate.

C. For the purposes of this Section only, a second shift shall be one that commences at 1:00 P.M. or after and ends not later than 2:00 A.M. and a third shift shall be one that commences at 9:00 P.M. or after and ends not later than 9:00 A.M.

Section 8. Weekend Differential

A. Effective December 30, 1990 employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of 50 cents per hour for each hour worked. Employees who work either a second or third shift on a weekend shall receive both the shift differential and the weekend differential.

B. The overtime rate for employees who render service on a weekend shift will be computed based on the regular salary plus the weekend differential times one and one-half except that the overtime rate for employees who are also entitled to a shift differential will be computed based on the regular salary rate plus the weekend differential plus the shift differential times one and one-half.

C. For the purpose of this Section only, a weekend shift shall be one that commences at 9:00 p.m., or after on Friday and ends not later than 9:00 a.m. on Monday.

ARTICLE 8

LEAVE

Section 1. Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the rate of one and one quarter work days for each full calendar month of employment. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B. A regular part-time employee shall be granted sick leave credit in the same proportion that his/her part-time service bears to full-time service.

C. Sick leave shall be granted, at the discretion of the appointing authority, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;

2. When the spouse, child, or parent of either employee or his/her spouse or a relative living in the immediate household of an employee is seriously ill, the employee may utilize sick leave credits up to a maximum of ten days per calendar year;

3. When thorough exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; and

4. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

D. A full-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one day.

E. Upon return to work following a sick leave in excess of five consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his/her choice.

F. Sick leave must be charged against unused sick leave credits in units of one half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

G. Any employee having no sick leave credits, who is absent due to illness, may be placed at the discretion of the appointing authority on vacation leave or leave without pay. Such leave shall be charged on the same basis as provided in subsection (F).

H. An employee who is reinstated or reemployed after an absence of less than three years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three years or more shall receive prior sick leave credits, if approved by the Personnel Administrator, where such absence was caused by:

(1) Illness of said employee;

(2) Dismissal through no fault or delinquency attributable solely to said employee; or

(3) Injury while in the employment of the Commonwealth in the line of duty, and for which said employee would be entitled to receive Workmen's Compensation benefits.

I. A regular part-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

J. Notification of absences under this Article must be given to the designated representative of the appointing authority as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay.

Where the appointing authority has reason to believe that sick leave is being abused, the appointing authority may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven days of its request may result, at the discretion of the appointing authority, in denial of sick leave for the period of absence.

K. No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee.

L. Employees whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit.

M. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

N. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody, and who as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six calendar days' duration.

Section 2. Paid Personal Leave

On each July 1, full-time employees on the payroll as of that date will be credited annually with three paid personal leave days which may be taken during the following twelve months at a time or times requested by the employee and approved by his/her appointing authority. Full-time employees hired or promoted into the bargaining unit after July 1 of each year who have not been credited with personal leave during said year will be credited with personal leave days in accordance with the following schedule:

Date of Hire or Promotion Into Unit	Personal Leave Days Credited
July 1 - September 30	3 paid leave days
October 1 - December 31	2 paid leave days
January 1 - March 31	1 paid leave day
April 1 - June 30	0 paid leave days

Any paid personal leave not taken by any June 30 will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of two hours and may be used in conjunction with vacation leave.

Nothing in this Section shall be construed as giving more than three (3) days personal leave in a given fiscal year.

Section 3. Bereavement Leave

Upon evidence satisfactory to the appointing authority of the death of a spouse, child, parent, brother, sister, grandparent, grandchild, or parent of spouse, or person living in household an employee shall be entitled to leave without loss of pay for a maximum of four calendar days.

Section 4. Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.

Section 5. Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of appropriate summons to the department head by the employee.

B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:

(1) retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

(2) remit to the appointing authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the federal government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

Section 6. Military Leave

A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C. 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of C. 33 General Laws as amended.

C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

Section 7. Maternity and Adoptive Leave

A. A full-time or part-time employee who has completed her/his probationary period, or if there is no such probationary period, has been employed for at least three consecutive months, and who is absent from her/his employment with the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth or adopting a child and who has given notice of her/his intention to return, shall be granted a maternity or adoptive leave without pay if the employee's request for such leave is made to the appointing authority at least two weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of her/his maternity or adoptive leave, the employee may use such leave credits for which she/he may be eligible under the sick leave, personal leave or vacation provisions of this Agreement. The appointing authority may, in his/her discretion, assign an employee to backfill for an employee who is on maternity or adoptive leave. Such assignment may not be subject to the grievance procedure except for grievances alleging violation of ARTICLE 16.

B. At the expiration of the maternity or adoptive leave, the employee will be restored to her/his previous position or similar position with the same status, pay, and length of service credit as of the date of her/his leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department. If such leave is to exceed eight (8) weeks, such extension must be substantiated by a Doctor's Certificate or must be taken in accordance with the personal or vacation leave provisions.

C. Notwithstanding any other provision of this Agreement to the contrary, the maternity or adoptive leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she/he was eligible at the time of her/his leave. The period of any unpaid maternity or adoptive leave shall not be included in any computation of such benefits, rights, or advantages.

D. An employee on maternity or adoptive leave may have her/his group insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium she/he would have paid had such leave not been taken.

Section 8. Family Leave

A. Upon written application to the appointing authority, including a statement of any reasons, any employee who has completed his/her probationary period, or if there is no probationary period who has been employed at least three (3) consecutive months who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The appointing authority may, in his/her discretion, assign an employee to back fill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure except for grievances alleging violation of ARTICLE 16. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of, the employee's spouse, parent, grandparent, grandchild, brother or sister living in the same household, or child, whether or not the child is the natural, adoptive, foster, stepchild, or child under legal guardianship of the employee.

B. Ten (10) days of family leave may be taken in not less than one-day increments. However, such leave requires the prior approval of the appointing authority or his/her designee.

C. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of her/his family leave, that employee may use such leave credits for which she/he may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.

D. Between periods of family leave, where an employee returns to the payroll for a period of less than two weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

E. An employee who requests and is granted family leave for the purpose of caring for the employee's minor dependent child under three years of age, may have her/his group health insurance benefits continued for the period of time the employee is absent on such leave. The employee while on leave is required to pay the same monthly premium she/he would have paid had such leave not been taken.

Section 9. Education Leave

A. Employees may be granted a paid leave of absence in accordance with the policies of the Employer for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

B. Each year 15 employees shall be granted a one-year paid leave of absence for job-related education in accordance with the policies of the Employer for educational purposes as outlined in OER Memorandum 88-2. Such paid leave of absence shall be distributed equitably among the departments. Preference shall be given to employees with more than three years of service.

Section 10. For the purposes of ARTICLE 8-LEAVE, ARTICLE 9-VACATIONS, and ARTICLE 10-HOLIDAYS, the term "day" in respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half or eight hour workday shall mean seven and one-half or eight hours, whichever is appropriate, and for the purpose of ARTICLE 9-VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half or forty hours, whichever is appropriate.

ARTICLE 9

VACATIONS

Section 1. The vacation year shall be the period from July 1st to June 30th inclusive.

Section 2.

A. Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth on the last day of each full month worked based on work performed during that month as follows:

Length of continuous full-time "creditable service" for the employee as of June 30.	Vacation Credit Accrued
Less than four and one-half years.	5/6 day
Four and one-half years, but less than nine and one-half years.	1 1/4 days
Nine and one-half years, but less than nineteen and one-half years.	1 2/3 days
Nineteen and one-half years or more.	2 1/12 days

B. Monthly accrual of vacation shall begin as soon as administratively feasible.

For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day in the state agency where rendered and all service thereafter becomes "creditable service" provided there has not been any break of three years or more in such service as referred to in Section 12 of this Article.

Section 3. A full-time employee on leave without pay and/or absent without pay for twenty or more cumulative days in any vacation year shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled workdays in the vacation year. In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- serious illness or injury requiring hospitalization for all or a portion of the period of absence
- when through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others
- industrial accident
- maternity /adoptive leave
- family leave
- military leave
- educational leave
- civic duty leave

in which case "continuous service" for purposes of vacation credit shall not be affected.

Section 4. Vacation leave earned during any vacation year in which an employee achieves the next higher vacation accrual status shall be credited at the rate at which the employee began the current vacation year. Adjustments necessary to reflect the higher vacation accrual status shall be credited on the last day of the vacation year.

Section 5. A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 6. A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to twenty days of service of a full-time employee shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year. In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit unless such leave of absence is attributable to one of the following reasons:

- serious illness or injury requiring hospitalization for all or a portion of the period of absence
- when through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others
- industrial accident
- maternity /adoptive leave
- family leave
- military leave
- educational leave
- civic duty leave

in which case "continuous service" for purpose of vacation credit shall not be affected.

Section 7. An employee who is reinstated or reemployed after less than three years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 8. The appointing authority shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference, subject to the operational needs of the department/agency, shall be given to employees on the basis of years of employment with the Commonwealth.

Unused vacation leave earned during the previous two (2) vacation years can be carried over on July 1 for use during the following vacation year. Annual earned vacation leave credit not used by June 30 of the second year after it was earned will be forfeited.

The department head is charged with the responsibility of seeing that vacation is taken in order that the employee does not lose vacation credits. Each employee shall receive annually on or before April 1, as of March 1, a preliminary statement of the available vacation credits from the local office. A central office statement shall be forthcoming to each work location by April 30 for dissemination to each employee.

The parties recognize the need to ensure the granting of personal leave, vacation, holiday and compensatory time when it is requested and as it becomes available. Towards this end the department heads and MOSES representatives at each work location shall work out procedures for implementing this policy of granting time off.

Section 9. Absences on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged to vacation leave at the discretion of the appointing authority.

Section 10. Charges to vacation leave credit may be allowed in units of one-half days. At least one day of vacation leave per year may be taken in increments of two hours.

Section 11. Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the Personnel Administrator may, upon request of the appointing authority of the deceased person, authorize the payment of such compensation in the following order of precedence:

First:	To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system, and
Second:	If there be no such designated beneficiary, to the estate of the deceased.

Section 12. Employees who are reinstated or who are reemployed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 2 of this Article. No credit for previous service may be allowed where reinstatement occurs after absence of three years unless approval of the Personnel Administrator is secured for any of the following reasons:

A. Illness of the employee.

B. Dismissal through no fault or delinquency attributable solely to the employee.

C. Injury while in the service of the Commonwealth in line of his/her duties and for which the employee would be entitled to receive Workmen's Compensation benefits.

Section 13. Vacation credits shall accrue to an employee while on leave with pay status or on industrial accident leave.

Section 14. Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 15. If an employee is on industrial accident leave and has available vacation credits which have not been used and who, because of the provisions of Section 8 of this Article would lose such vacation credits, the appointing authority of such employee shall convert such vacation credits to sick leave credits on June 30th of the year in which such vacation credits would be lost if not taken.

ARTICLE 10

HOLIDAYS

Section 1. The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
Washington's Birthday
*Evacuation Day
Patriots' Day
Memorial Day
*Bunker Hill Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

* only in Suffolk County

Section 2. All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the Employer.

Section 3. When a holiday occurs on the regular scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 4. When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five or more days, he/she at the option of the Employer shall receive pay for one day at his/her regular rate or one compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the agency head.

Section 5. An employee required to work on a holiday shall receive a compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the agency head or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 6. An employee who is on leave without pay or absent without pay for that part of his/her scheduled workday immediately preceding or immediately following a holiday that occurs on a regularly scheduled workday for which the employee is not required to work shall not receive holiday pay for the holiday.

The above procedure may be waived by the employer if an employee is tardy due to severe weather conditions or if an employee is tardy for not more than two (2) hours due to events beyond the control of the employee. Denial of said waiver by the Employer may be appealed up to Step III of the grievance procedure if MOSES feels that such denial was arbitrary or capricious.

Section 7. An employee who is granted sick leave for a holiday or part of a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that portion of the holiday not worked.

Section 8. An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such holiday shall be entitled to a day off with pay, within sixty days following the holiday, to be taken at a time approved by the agency head, of if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday.

Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is five or more days, shall be entitled to a day off with pay, within sixty days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay.

Section 9. A part-time employee shall earn pay for a holiday or compensatory time in the same proportion that his/her part time service bears to full-time service.

A part-time employee who is scheduled but not required to work on a holiday, who receives less holiday credit than the number of hours he/she is regularly scheduled to work, may use other available leave time, or upon the request of the employee and approval by the appointing authority, subject to operational needs, may make up the difference in hours that same workweek. The scheduling of these hours will be at a time requested by the employee and approved by the appointing authority, subject to operational needs.

Section 10. In addition to any other benefits provided by this Agreement, employees who work on New Year's Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid a Holiday Differential for all hours worked in the amounts of 35 cents per hour effective December 30, 1990, 50 cents per hour effective December 29, 1991 and 65 cents per hour effective December 27, 1992.

ARTICLE 11

EMPLOYEE EXPENSES

Section 1.

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of twenty-two cents per mile or any higher rate subsequently established by Act of the General Court. Effective 12/29/90 the rate shall be twenty-four cents per mile. This rate of reimbursement is intended to cover the costs of garages, parking, tolls and other charges.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the Personnel Administrator an employee's home may be designated as his/her regular office by his/her appointing authority for the purposes of allowed transportation expenses in cases where the employee has no regular office or other work location.

Section 2.

A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

Meals	Maximum Allowance	Applicable Period
Breakfast	$2.50	3:01 AM to 9:00 AM
Lunch	$4.00	9:01 AM to 3:00 PM
Supper	$7.00	3:01 PM to 9:00 PM

Effective 12/29/90, the Breakfast allowance shall be $3.75, the Lunch allowance shall be $6.50 and the Supper allowance shall be $10.00.

B. On the first day of assignment to duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment commences after six A.M., for lunch if such assignment commences after twelve noon or for supper if such assignment commences after ten P.M.

C. On the last day of assignment to duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment ends before six A.M., for lunch if such assignment ends before noon or for supper if such assignment ends before six P.M.

D. For travel of less than twenty-four hours commencing two hours or more before compensated time employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four hours ending two hours or more after compensated time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four hours.

Section 3. Employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three or more hours exclusive of meal times, on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 AM to 9:00 AM	$2.00
Lunch	9:01 AM to 3:00 PM	$3.00
Dinner	3:01 PM to 9:00 PM	$5.00
Midnight Snack	9:01 PM to 3:00 AM	$2.00

Effective 12/29/90, the Breakfast allowance shall be $3.00, the Lunch allowance shall be $4.75, the Dinner allowance shall be $7.50 and the Midnight Snack allowance shall be $3.00.

ARTICLE 12

SALARY RATES

Section 1.

The following shall apply to full-time employees:

A. For the period January 13, 1991 through June 29, 1991:

1. In job grades twelve and below there shall be a fourteen (14) dollar per week increase in salary.

2. In job grades thirteen and above there shall be a three (3) percent increase in salary rate for employees.

B. Effective June 30, 1991, there shall be a three (3) percent increase in salary rate for employees. Those employees in job grades twelve and below shall have their base rate, for purposes of this and any future increases, computed as if they had received a 3% increase instead of a fourteen dollar increase on January 13, 1991.

C. Effective December 29, 1991, there shall be a two (2) percent increase in salary rate for employees.

D. Effective June 28, 1992, there shall be a three (3) percent increase in salary rate for employees.

E. Effective January 3, 1993, there shall be a two (2) percent increase in salary rate for employees.

F. For the period July 1, 1990 through January 12, 1991, the salary schedule appearing in Appendix A(4) of the Collective Bargaining Agreement between the parties for the term July 1, 1986 to June 30, 1989 (and as subsequently extended per agreement of the parties) shall continue in effect.

Section 2.

A. Salary rates and the effective dates of salary increases of full-time employees are set forth in Appendices A(1) through A(6) of this Agreement which are attached hereto and hereby made a part of this Agreement.

B. The salary rates set forth in said appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 3.

A. An employee shall continue to advance under the terms of this Agreement to the next higher salary step in his/her job group, unless he/she is denied such step-rate increase by his/her appointing authority, after each fifty-two weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her assignment to that job group until the maximum salary rate, step seven, is reached. In the event an employee is denied a step-rate increase, he/she shall be given a written statement of the reasons therefore not later than five days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step-rate increases.

B. Whenever an employee receives a promotion to a position in a higher job group, the employee's new salary rate shall be the next higher rate in existence at the time of the promotion in the higher job group. If, however, said higher salary rate would result in a salary increase for the employee which is less than the promotion factor in the higher job group, the employee shall receive the next higher salary rate in the higher job group.

Section 4. A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 5. An employee from within and without Unit 9 lowered in job group shall be placed in a step in grade in his/her new job group based upon the highest salary received through the following calculation:

(1) credit for the step previously held in the job group plus years of service in higher job groups

or

(2) credit for the step previously held in the next lower job group plus years of service in higher job groups plus the promotion factor of the new job group.

However, under no circumstances shall an employee receive a salary higher than that received in the position held prior to being lowered in job group.

Section 6.

A. An employee entering a Unit 9 position from a non-Unit 9 position in the same job group shall be placed at the first step in grade which at least equals the rate of compensation received immediately prior to his/her entry in the bargaining unit, and his/her anniversary date shall not be changed.

B. Employees entering a Unit 9 position in a higher job group from a non-Unit 9 position shall have their salary rate determined in the same manner as set forth in Section 3(B).

Section 7. Notwithstanding any other provisions of this Agreement to the contrary, employees who are reinstated or reemployed within three (3) years of their involuntary separation from the Commonwealth's payroll because of layoff/displacement shall receive rates of pay based on credit for their previous years of service for the Commonwealth.

(1) Such employees shall be placed in the appropriate job grade consistent with the title for which they are recalled.

(2) Should such employees return to their old job grade, they will be placed in the step rate in which they were employed at the time of separation consistent with past time in service.

(3) In the case of employees who return to state service in a higher or lower job grade, the practice applicable for step-rate placement for promotion or demotion shall apply.

Section 8. No present or former employee shall be denied any benefits otherwise due under the provisions of this Agreement because of the delay in reaching agreement beyond July 1, 1990.

Section 9. Step 1 shall become the hiring rate for employees hired or reemployed on or after July 1, 1990, except in cases where an employee is hired by a department/agency at a salary rate, approved by the Personnel Administrator, above the hiring rate.

Section 10. Supplemental Duty

An employee who provides SCUBA diving services not described in his/her official job specification shall receive $6.50 per hour ($7.25 per hour effective July 1, 1991; $8.00 per hour effective July 1, 1992) in addition to his/her regular rate while preparing for, performing, and disengaging from SCUBA diving services. Employees shall be guaranteed a minimum of four hours compensation whenever they provide SCUBA diving services.

ARTICLE 13

GROUP HEALTH INSURANCE CONTRIBUTIONS

Section 1. The Commonwealth shall pay ninety percent of the monthly premium rate for the Group Health Insurance Plan and each employee covered shall pay ten percent of this premium rate for the type of coverage that is provided for him/her and his/her dependents under the Plan.

Section 2. The Employer and MOSES recognize that the escalating cost of group health insurance is a matter of mutual concern. Therefore, the parties agree to establish a joint MOSES/Management committee on Health Care Cost Containment comprised of four representatives designated by the Employer and four representatives designated by MOSES. Said Committee shall meet within thirty (30) days of the signing of this Agreement and no less than twice per month. The Committee on Health Care Cost Containment shall consider such issues as it deems appropriate for the purpose of reducing the rate of increase of the cost of group health insurance. The Committee shall also explore the feasibility and advisability of alternative approaches to the provision and administration of group health insurance. A report on the Committee's findings, together with any proposed legislation, shall be filed with the Secretary of Administration and Finance with a copy to the Executive Director of the Group Insurance Commission no later than one year from the signing of this Agreement.

Section 3. The parties agree to explore the feasibility of implementing pre-tax treatment of employee Group Health Insurance contributions. They will attempt to develop a pre-tax program which will allow for voluntary participation by employees.

ARTICLE 13A

HEALTH AND WELFARE

Section 1. Creation of Trust Agreement

The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust executed by MOSES and the Employer. Such Agreement and Declaration of Trust provides for a Board of Trustees composed of an equal number of representatives of the Employer and MOSES.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 2. Funding

Effective July 1, 1990, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of six dollars per calendar week.

Effective June 28, 1992, the Employer agrees to contribute an additional one dollar and fifty cents per calendar week per full-time employee equivalent for a total of seven dollars and fifty cents ($7.50) per calendar week.

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

Section 3. Non-Grievable

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and MOSES.

Section 4. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with any responsibility connected with the determination of liability to any employee claiming any benefit from the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated under Section 2 above.

Section 5. Mutual Aid

A. Unit 9 employees shall be allowed to assign their vacation and personal days to other employees in the same department/agency who suffer catastrophic illness or injury which requires sick leave in excess of their accumulated credits.

B. The parties agree to explore the feasibility of implementing a Mutual Aid Reserve Fund into which Unit 9 employees may contribute vacation and personal time.

Section 6. Pre-tax Benefits

The parties agree to explore the feasibility of implementing pre-tax treatment of employee Group Life Insurance contributions, Disability Insurance contributions and any other employee benefits for which the federal government allows pre-tax treatment. The parties will attempt to develop a pre-tax program which will allow for voluntary participation by employees.

ARTICLE 13B

TUITION REMISSION

Section 1. Full-time employees shall be eligible for tuition remission as follows:

A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any community college, state college or state university excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;

B. For enrollment in any non-state supported course or program offered through continuing education at any community college, state college or state university, fifty percent (50%) tuition remission shall apply;

C. Remission benefit is subject to space available and usual and ordinary admission policies. Also subject to approval of the Board of Regents of Higher Education and policies and procedures of same.

D. A committee shall be established to evaluate the experience of this program and to consider possible extension of the program and to make recommendations concerning both.

ARTICLE 13C

DEPENDENT CARE

Section 1. The Employer and MOSES acknowledge that dependent care issues are of major concern to both parties. In order to address these issues, there shall be a joint MOSES/Management Committee comprised of four (4) members designated by the Employer and four (4) members designated by MOSES. The Committee shall meet on a monthly basis and shall consider issues relating to dependent care.

Section 2. The Employer shall continue the voluntary Dependent Care Assistance Plan (DCAP) which complies with the requirements for federal tax deductibility.

ARTICLE 14

SENIORITY, TRANSFERS, PROMOTIONS

REASSIGNMENTS, FILLING OF VACANCIES

AND NEW POSITIONS

Section 1.

A. A promotion shall mean an advancement to a higher salary grade within an employee's department/agency, except where there is more than one appointing authority in the department/agency a promotion shall mean an advancement to a higher salary grade within the jurisdiction of the employee's appointing authority. This Article is applicable to all promotions except those reasonably anticipated to be for less than one year and its application in all cases is restricted to employees who possess the educational, training,

and/or experience requirements established by the Personnel Administrator for appointment to the relevant position. The provisions of this Article shall apply when promoting employees covered by this Agreement and other employees within the appointing authority to positions other than positions to be filled by appointments from a civil service eligible list.

B. In the event that a civil service examination for a position has been administered, but scores have not been announced, the appointing authority shall initially restrict eligibility for application for promotion to such position to those employees who have taken the examinations. In the event that civil service has published an eligible list of those who passed a civil service examination for a position, but has not certified said list, the appointing authority shall initially restrict eligibility for application for promotion to such position to those who passed said examination.

C. The parties to this Agreement acknowledge that they have litigated the issue of conflict between this Article and Chapter 31 of the General Laws. Notwithstanding said litigation, the parties have ongoing concerns relative to the interplay of this Article and the requirements of Chapter 31 of the General Laws especially with regard to provisional appointments and promotions. Accordingly, the parties agree to form a committee consisting of two representatives of the Employer, two representatives of MOSES and two representatives of the Department of Personnel Administration, to meet and discuss the relationship of Article 14 to Massachusetts General Laws Chapter 31 as it affects provisional appointments and promotions.

The Committee shall attempt to reach agreement within one year and if all parties agree, the Committee will recommend courses of action to resolve any conflicts.

Section 2. The following factors in priority shall be used by the appointing authority or his designee in considering employees covered by this Agreement and other employees within the appointing authority who apply for promotions under the provisions of this Article:

(1) Ability to do the job as determined by:

a) Experience and competence (job performance) in the same or related work

b) Education and training related to the vacant position

(2) Seniority, as measured by length of service within the appointing authority

(3) Work history

Section 3.

A. All positions to be filled shall be posted throughout the appointing authority's jurisdiction for seven work days. The appointing authority may reasonably determine the positions in which employees must be employed and/or the requisite related work experience the employee must possess in order to be eligible to apply for a given promotion. The job posting shall include the job title, salary grade and other pertinent

information. The appointing authority may receive and consider applications from persons outside the department/agency simultaneously with applications from employees for a vacancy posted under these provisions. All positions to be filled shall be posted throughout the appointing authority wherever employees covered by this Agreement are employed.

B. An employee promoted in accordance with this Article whose performance is unsatisfactory may be returned to his/her previous job title under the jurisdiction of the appointing authority. If an employee's performance is determined to be unsatisfactory at any time during the six months probationary period, such determination shall not be subject to the grievance procedure. If the employee's performance is determined to be unsatisfactory and his/her former position is not available, he/she shall be entitled to the layoff/recall provisions of this Agreement except for employees promoted from outside the bargaining unit.

C. If the employee so requests within two weeks prior to the mid-point of the above designated probationary period, then his/her supervisor shall meet with the employee and a MOSES representative to discuss the employee's performance in the position.

D. At any time prior to the mid-point of the above designated probationary period an employee may request to return to his/her former job title under the jurisdiction of the appointing authority and such request will be granted.

E. In the event an employee is returned to his/her former job title, the employee displaced by such return shall be returned to his/her former job title. Where more than one position in the backfilled job title was filled pursuant to this Article, the employee last selected shall be the one displaced.

F. If an employee is returned to his/her former job title pursuant to the provisions of Paragraph B said employee will not be eligible for promotion pursuant to this Article for a period of one year.

G. Notwithstanding the above paragraphs, employees may return to their former job titles under these provisions provided there is a position available under the jurisdiction of the appointing authority.

H. All promotions made pursuant to this Article shall be temporary or provisional appointments at least until the completion of the probationary period. All vacancies resulting from an employee's promotion pursuant to this Article shall be filled temporarily or provisionally at least until the promoted employee has completed his/her probationary period.

I. In the event that new titles are created by the Personnel Administrator which the Employer considers necessary to be excluded from the provisions of this Article, it shall so notify MOSES. MOSES may negotiate with the Employer over whether such new titles shall be subject to the provisions of this Article. If the parties are unable to agree as to whether a new title(s) should be covered by this Article, MOSES may submit its request for inclusion of specified title(s) to arbitration in accordance with the grievance procedure provided for in this Agreement. All new titles on the Employer's list shall be excluded from the promotion procedure under this Article until such time as an arbitrator determines that such titles should be covered by the provisions of this Article. Any titles which are not on a list of excluded titles shall be covered by the provisions of this Article.

J. At the time the vacancy is filled, the unsuccessful applicant(s) for promotion to a vacancy posted under these provisions shall receive a notice on a Non-Selection Form (see Appendix C) stating the reason(s) for non-selection.

Section 4.

A. Employees holding permanent status in any classification in job group 24 or higher may apply for reassignment to the same classification in another location. Such application shall be submitted in writing on a form provided by the department/agency. Requests for reassignment shall remain valid until the employee is selected or he/she rescinds the request in writing. When such a position in job group 24 or higher becomes available to be filled on a permanent basis, employees holding permanent status in the classification who have requested reassignment to the location of the available vacancy shall be considered for such position and notified. Employees may upon notification rescind their request for reassignment. Employees who rescind their request after selection may not request reassignment for a period of one year. In the event that there is a civil service certified list available for such permanent vacancy, applicants appearing on such certified list may be considered in conjunction with those applicants seeking reassignment and such selection shall be based on the following factors in priority:

1. Ability to do the job as determined by:

   (a) Experience and competence (job performance) in the same or related work.

   (b) Education and training related to the vacant position

2. Seniority, as measured by length of state service from date of permanent appointment

3. Work History

Should an applicant be reassigned to the same classification in another location by the above procedure he/she shall be given a thirty (30) working day probationary period in the new assignment, and if at the end of the probationary period it is determined the employee is unable to perform the duties of the new assignment, he/she shall be reassigned to his/her former duties in his/her original position. If an employee's performance is determined to be unsatisfactory at any time during such probationary period, such determination shall not be subject to the grievance procedure.

B. Whenever a reassigned employee is found to be unsuitable and returned to his/her former duties, further consideration shall be given to the list of initial applicants under the factors enumerated in Section 4(A).

C. At the time selection is made for the reassignment of an employee(s) under Section 4 of these provisions, MOSES shall be notified of all employees considered and which employee(s) are to be reassigned.

Section 5. Shift

A. When more than one shift is required, employees in the same classification who work at that particular work location may submit a written request to their appointing authority or designee. Selection between employees seeking reassignment to available positions shall be made on the basis of seniority.

B. When there are no requests for shift reassignment on file, an available position shall be filled be the least senior employee capable of performing the work.

ARTICLE 15

CONTRACTING OUT

Section 1. There shall be a special MOSES/Management Committee to advise the Secretary of Administration and Finance on contracting out of personnel services. The Committee shall consist of four persons designated by MOSES and four persons designated by the Director of OER. Said Committee shall develop and recommend to the Secretary of Administration and Finance procedures and criteria governing the purchase of contracted services by the Commonwealth where such services are of a type traditionally performed by bargaining unit employees. The Committee shall examine both cost effectiveness of such contracts and their impact on the career development of MOSES members. In the case of 03 contracts with individuals, the Committee shall review them to determine whether the work to be performed is long term in nature and whether it should more appropriately be performed by regular employees. If the Committee can not reach an Agreement, the matter will be submitted to expedited fact-finding. Nothing in this Article shall limit the authority of the Secretary of Administration and Finance to promulgate rules and regulations covering contracting out of services pursuant to M.G.L. Chapter 29, Section 29A.

Section 2. In the event that MOSES desires to discuss the purchase of services which are of the type currently being provided by employees within a department/agency covered by this Agreement, MOSES shall request in writing a meeting of the special MOSES/Management Committee established in Section 1.

Section 3. When a department/agency contracts out work which will result in the layoff of an employee who performs the function that is contracted out, MOSES shall be notified and the Employer and MOSES shall discuss the availability of similar positions within the department/agency, for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

ARTICLE 16

OUT-OF-TITLE WORK

Section 1. Work in a Lower Classification

While an employee is performing the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she shall be compensated at his/her regular rate of pay as if performing his/her regular duties.

Section 2. Work in a Higher Classification

Any employee who is assigned by his/her supervisor to a vacant position in a higher grade for a period of more than thirty days shall receive the salary rate for the higher position from the first day of assignment, provided such assignment has the prior approval in writing of the appointing authority or his/her designee. The approval of the appointing authority or his/her designee shall take effect as of the first day of assignment. In the event authorization is granted or payment is awarded for out-of-title work, no payment shall be made for any period prior to fifty-one days from the date the grievance was filed unless the assignment was in writing.

This Article shall not apply to working in a higher grade when the holder of the higher grade is absent on vacation leave.

Section 3. Overtime Compensation

An employee who performs overtime work in a classification other than his/her own, shall have overtime compensation computed at his/her regular step rate of pay for his/her regular position or the first step rate of the other classification, whichever is higher.

ARTICLE 17

CLASSIFICATION AND RECLASSIFICATION

Section 1. Class Specifications

In consultation with the Office of Employee Relations and MOSES, the Department of Personnel Administration shall determine:

A. job titles;
B. relationship of one classification to the others; and
C. job specifications

The Employer shall provide MOSES with a copy of the class specification of each title covered by this Agreement for which such a specification exists.

Section 2. Each employee in the bargaining unit shall be permitted by the Employer to have access to examine his/her class specification.

Section 3. Individual Appeal of Classification

Individual employees regardless of date of hire shall continue to have the same right to appeal the propriety of the classification of his/her position through Personnel Administration or the civil service system which an individual employee enjoyed on June 30, 1976, and such appeal may not be the subject of a grievance or arbitration under ARTICLE 23A herein.

Section 4. There shall be a MOSES/ Management committee established to investigate instances of misclassification. The committee shall consist of one person from the Office of Employee Relations, one person from the Department of Personnel Administration and up to two persons from MOSES.

Section 5. Where MOSES believes that a job specification or the name of a job title is either inaccurate or inappropriate, it shall present information regarding such inaccuracies or inappropriateness to the MOSES/Management Committee established under Section 4 for review.

Section 6. Revised guide charts shall be applied:

a) in the creation of new job titles;

b) as existing or new job specifications are reevaluated in the future; and

c) in instances where a substantial change in job duties has occurred.

ARTICLE 17A

CLASS REALLOCATION

Section 1. Class reallocation may be requested by MOSES whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this Agreement. If the Employer agrees that such an inequity exists, the Employer and MOSES agree to jointly petition the General Court for such class reallocation. If, however, the parties are unable to reach agreement, the matter shall not be subject to the grievance procedure.

Section 2. The Employer and MOSES agree that the procedure provided in Section 1 shall be the sole procedure for class reallocation for all classes covered by this Agreement and no other class reallocations shall be granted.

Section 3. The parties acknowledge that the classification plan covering titles in Unit 9 addresses the issue of pay equity/comparable worth. The class reallocation process contained in this Article shall be the procedure for addressing any additional pay equity/comparable worth concerns about titles within bargaining unit 9.

ARTICLE 17B.

IMPLEMENTATION OF THE CLASSIFICATION STUDY

Section 1. An employee in a Unit 9 title as of December 27, 1986, which is reclassified to a lower job grade effective December 28, 1986, shall continue to be paid at the job grade he/she held as of December 27, 1986 for whatever period he/she serves in the title reclassified lower, unless subsequent to promotion to a higher title he/she is returned for disciplinary reasons to the title reclassified lower.

Section 2. An employee serving as of December 27, 1986 in a title higher than a title reclassified to a lower job grade effective December 28, 1986 who is reduced in grade for other than disciplinary reasons to the title reclassified lower shall be placed in the job grade for that title which existed on December 27, 1986.

ARTICLE 18

LAYOFF - RECALL PROCEDURE

Section 1.

A. Impending Layoff - In the event management becomes aware of an impending reduction in work force, which includes a civil service displacement, it will make every effort to notify MOSES a least twenty (20) calendar days prior to the layoff.

Within five (5) days of notification of the impending layoff, management shall meet with MOSES to discuss the impact of the layoff on the affected employees, including the availability of similar positions within the same department/agency. Upon request, OER will meet with MOSES and the affected department/agency and other departments/agencies with similar positions to discuss available positions and training programs.

B. Actual Layoff - In the event the department/agency shall lay off a non-civil service employee because of a reduction in force, the least senior employee in the title in the department/agency or appointing authority, where applicable, shall be laid off. Seniority is based on service within the department/agency except that all provisional employees in a title must be laid off before any employee with temporary -from -certification status in the same title.

In the event of an actual layoff, management will notify the affected employees in writing not less than ten (10) working days in advance of the layoff date and will send a copy of such notice to MOSES. Where notices are sent by first class mail, the time shall begin to run on the date of the mailing of the notice.

Section 2. Within five (5) work days of receipt of notification of layoff, the employee shall elect to either transfer or bump in accordance with the following sections.

A. Lateral Transfer and Bumping Procedure - Any employee who has been notified that he/she will actually be laid off may file with his/her appointing authority, within five (5) working days of receipt of such notice, a written request to laterally transfer to a position in the same title and/or bump to a lower title in accordance with the provisions in this subsection:

1. An employee whose position is being eliminated shall have the opportunity to exercise his/her seniority rights by transferring laterally to a position in the same title within the jurisdiction of his/her appointing authority provided there is an employee junior to him/her in departmental years of service.

2. The first employee displaced by the lateral transfer of the more senior employee may exercise his/her seniority rights by transferring laterally to a position in the same title occupied by an employee junior to him/her in departmental years of service within his/her appointing authority.

3. The second employee displaced by the lateral transfer referred to above may exercise his/her seniority rights by displacing the least senior employee in departmental years of service in the same title with the appointing authority.

4. A displaced employee or one whose position is eliminated may exercise his/her seniority right by either transferring laterally or by bumping to a bargaining unit 9 position within the jurisdiction of his/her appointing authority in the next lower title or titles occupied by an employee junior in departmental years of service and for which the employee is determined qualified by the Employer.

5. Any lateral transfer or bump occurring as the result of a reduction in force shall be limited to three transactions per title with a transaction being defined as the displacement of an employee by an employee senior in departmental years of service.

6. An employee being displaced from his/her position by a lateral transfer of a more senior employee in the same title shall notify the department/agency of his/her intentions within the third working day of being notified by the department/agency of the displacement.

B. Other Transfers

1. Within the department/agency - the employee who is to be laid off shall also have the opportunity to transfer laterally to a fillable, vacant, bargaining unit 9 position, in any other title within the jurisdiction of his/her present appointing authority, for which he/she is qualified.

2. Between Agencies - the employee who is to be laid off may file a request for transfer to any agency in state service. Upon approval of that agency, such employee may be appointed to any vacancy in bargaining unit 9, in the same grade and title or any similar title for which he/she might meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid off.

3. Notwithstanding the above paragraphs, employees may exercise their bumping and transfer rights under these provisions provided there is a bargaining unit 9 position available under the jurisdiction of the appointing authority.

Section 3. Recall Procedure

A. Where recall is to the job title from which layoff occurred, recall shall be in the reverse order of layoff.

B. The department/agency shall maintain a recall roster from which laid-off employees will be recalled, to positions to be filled, in accordance with their seniority and in accordance with their qualifications to perform the work.

C. If the position of an employee is abolished as the result of the transfer of the functions to another department/agency, such employee may elect to have his/her name placed on the recall roster or to be transferred, subject to the approval of the appointing authority, to a similar position in such department/agency without loss of seniority, retirement or other rights.

D. The department/agency shall appoint employees on the recall roster, prior to the appointment of any other applicant, to fillable vacant Bargaining Unit 9 positions for which the laid-off employee is determined qualified by the Employer.

E. A laid-off employee will remain on the recall roster for two years except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time, provided that employees presently working for the Commonwealth who are on a recall roster as of the effective date of this Agreement shall remain on the recall roster for one additional year.

Notwithstanding the above, a laid-off employee who fails to respond in writing to a notice of recall within seven (7) calendar days of the receipt of such recall offer or who upon acceptance of the recall offer fails to report for work on the appointed date, shall forfeit any further recall rights.

Notices of recall sent by the appointing authority to a laid-off employee and the employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail, return receipt requested.

Section 4. In computing seniority as defined in this Agreement any break in service for two (2) years or less due to an involuntary layoff shall be included in total seniority as with military, maternity, educational and industrial accident leave.

Section 5. An employee in Unit 9 as of December 27, 1986 who is laid off and subsequently recalled to a position reclassified lower effective December 28, 1986, shall be placed in the job grade in effect on December 27, 1986.

ARTICLE 19

TRAINING AND CAREER LADDERS

Section 1. General

The Employer and MOSES recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.

Section 2. Committee

A. Toward those ends, the Employer and MOSES agree to establish a UNIT 9 Training and Career Ladders Committee consisting of five persons appointed by MOSES and five persons appointed by the Employer. Such Committee shall function continuously throughout the life of this Agreement.

B. The Training and Career Ladders Committee shall meet at regular intervals but in no event less than once per month at times and places to be agreed upon by MOSES and the Employer. The Committee shall be charged with the formulation of training and educational program proposals focusing on the development or improvement of programs:

(1) to facilitate individual career development and equitable employment opportunity structures;

(2) which may be specifically related to or coordinated for Unit 9;

(3) which may involve the possible use of external educational resources as well as in-service personnel in meeting relevant employee and agency training needs.

The Training and Career Ladders Committee shall in addition consider the recommendation of appropriate mechanisms for eliciting and encouraging employee-initiated ideas for relevant training programs.

C. The Unit 9 Training and Career Ladders Committee shall be responsible for developing and coordinating training programs in departments/agencies of the Commonwealth.

The Committee shall identify logical career ladders and determine a) the substance, kind, and priority of training and/or retraining programs, b) the location (i.e. on-site, regional, statewide) of such programs, and c) the criteria for selection of applicants, including the weight to be given to seniority.

D. The Unit 9 Training and Career Ladders Committee may seek to utilize the knowledge, experience, and resources of independent experts in the development of training/retraining programs pursuant to the Article.

Section 3. MOSES Access to Training

All training bulletins pertinent to this Article shall be sent to the Unit 9 Training and Career Ladders Committee and shall be posted by the Employer in appropriate work locations.

Section 4. Training Programs for Non-Civil Service and Civil Service Status Employees

Training programs which may be recommended and initiated for job titles, classes, functions and so on, which include personnel in both civil service and non-civil service status shall be available to all such qualified personnel regardless of civil service or non-civil service status.

Section 5. Currently Available Educational Opportunities

Nothing in this Article shall be interpreted to suggest that the Training and Career Ladders Committee may not recommend the continuation or improvement of training and educational opportunities currently available to employees of the Commonwealth.

Section 6. Departmental Training and Career Ladders Committees

Within each department/agency there shall be established a Unit 9 Training and Career Ladders Subcommittee with the responsibility of reviewing existing training programs and career ladders in that department/agency and developing new training programs and career ladder recommendations for submission to the Unit 9 Training and Career Ladders Committee.

Section 7. Funding

The Employer shall continue the funds provided in the previous Agreement and shall add $50 per full-time employee equivalent on July 1, 1991, and add $50 per full-time employee equivalent on July 1, 1992, to implement the program of the Unit 9 Training and Career Ladders Committee.

ARTICLE 19A
TECHNOLOGICAL CHANGE

Section 1. Introduction

The Employer and MOSES recognize that automation and technological change are fast becoming an integral part of work in many of the departments/agencies in the state. Both parties are aware of the enormous impact these changes will have and are having on employees and the way in which they perform work. The Employer and MOSES are committed to making this transition to automation in as responsive a way as possible to both the human issues and the provision of services to the public. The Employer will notify MOSES at least 10 working days in advance of any proposed technological change, including the introduction of Visual Display Terminals (VDT s) in the workplace.

Section 2. Joint Committee on Technological Change and Automation

To ensure that the introduction and implementation of technological changes in the workplace occur in the most effective manner, the departmental MOSES/Management committee shall also discuss the following:

A. To review the impact of technological changes as soon as possible after the development of any implementation plan.

B. To identify and recommend for development specific training programs and/or procedures regarding use and operation of computer equipment.

C. To review specific problems as they arise.

D. To review and discuss health and safety guidelines.

Section 3. Ergonomic Guidelines

The state guidelines on VDTs, CRTs and printers originally issued in 1984 and periodically amended, shall be used as a reference for this agreement, to be applied where practicable. MOSES will be notified in advance of any proposed changes in these guidelines.

Section 4. Health and Safety

A. Pregnant employees who work on VDT systems may request temporary re-assignment within their job description or a comparable position, and be re-assigned within two (2) weeks of notification, for the duration of the pregnancy. Such work assignment shall be determined by the appointing authority or her/his designee. This request must be made in writing to he appointing authority with verification from the employee's physician. While in such alternative assignments, the employee shall be paid at her regular rate of pay.

B. Employees who use VDTs shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at her/his station, the employee shall be entitled to be away from the screen for a continuous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this agreement.

Section 5. Training

The Employer and MOSES recognize that the introduction of technological changes may require the need for employees to develop different skills. To ensure that employees are adequately prepared, the Employer is committed whenever necessary to provide training programs in the use of equipment.

Section 6. Grievances

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievances procedure set forth in Article 23A, but may not be the subject of arbitration.

ARTICLE 20

SAFETY AND HEALTH

Section 1.

A. A copy of the provisions of this Article shall be conspicuously posted in each work location.

B. Each department head shall issue instructions to all supervisory personnel to carry out the provisions of this Article.

Section 2.

A. The Employer agrees to provide a safe, clean, wholesome surrounding in all places of employment. At least once per week, the Employer shall inspect the premises to maintain good housekeeping. The Employer shall inspect lighting, floors, ceilings and walls, stairs, roof, ladders, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric fans, storage spaces, trucks, conveyor belts, containers, packing cases, machines, tools, and any other physical property used in any place of employment. In worksites where employees use video display terminals, the Division of Occupational Hygiene shall inspect VDT equipment.

B. In locations such as manholes where valves or other control devices may be located, the person in charge shall ascertain that no noxious or poisonous gases are present therein before permitting any employee to enter the area of concern for any reason. When such gases are present, no employee shall be permitted to enter the area of concern until the situation is corrected. The use of harnesses or other protective devices must be used where any danger is present.

C. Where it is necessary to make excavations for the purpose of repairing burst water mains, the supervisor of the work location shall provide proper shoring to prevent cave-ins.

D. If a tool, machine, or piece of equipment is defective, worn out or dangerous to operate because of its condition, the supervisor shall not permit its use until his/her department head or his/her designee has certified that an inspection has been made and such equipment is not defective, worn out or dangerous, or that such equipment has been repaired or replaced.

E. Department heads shall at all times be concerned with the safety and health of employees of their respective departments. No employee shall be required to use any tool, machinery or equipment unless said employee is adequately experienced or familiar with the use of such.

F. Where credible evidence exists of a communicable disease, as determined by the appropriate state department/agency, (e.g. T.B.,measles, hepatitis B, etc.) the Employer shall forthwith make every reasonable effort to provide all employees coming into contact with the afflicted person(s) and/or environment with appropriate training, advice and safety supplies.

G. When an employee reports any condition which he/she believes to be injurious or potentially injurious to his/her health to the administrative head of a work location, the administrative head shall correct the situation if within his/her authority, or shall report said complaint to his supervisor for prompt action.

H. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with M.G.L. C. 111F (Right to Know Law).

I. Rules and regulations issued by the Division of Industrial Safety pertaining to the use of power tools; for the prevention of accidents in window cleaning; for common drinking cups and common towels in factories, workshops, manufacturing, mechanical and mercantile establishments; for safeguarding power press tools; for toilets in industrial establishments; for the prevention of anthrax, to govern compressed air work; to establish safety rules and regulations and machinery standards; relating to safe and sanitary working conditions in foundries and the employment of women in core rooms; relative to benzol, carbon tetrachloride and other substances hazardous to health; for the prevention of accidents in construction operations; pertaining to structural paintings; for the care of employees injured or taken ill in industrial establishments; for safeguarding woodworking machinery; lighting codes for factories, workshops, manufacturing, mechanical and mercantile establishments; and any other rule or regulation adopted by the Department of Labor and Industries intended to govern the prevention of accidents or industrial diseases and not inconsistent with the provisions of this Agreement are all incorporated herein.

J. Pregnant employees who work in conditions/situations deemed hazardous or dangerous to the pregnancy by the attending physician may make a written request to the appointing authority for a temporary reassignment within their job description or a comparable position , and may be reassigned within two (2) weeks of notification for the duration of the pregnancy. Upon request by management, the employee will provide medical evidence.

K. Department heads shall make reasonable effort to avoid making work assignments which expose inadequately equipped employees to the harmful effects of hazardous substances such as asbestos, arsenic, pcb, etc.

L. Except for emergency situations, the person in charge shall make reasonable efforts to rearrange assignments for employees whose workweek consists of thirty-seven and one half (37 1/2) hours or more, to avoid unreasonable exposure to the extremes of weather, when the outside temperature drops to a low of ten (10) degrees Fahrenheit, or zero (0) degrees Fahrenheit, with the wind chill factor.

M. The person in charge of the location will make reasonable efforts to have the air quality checked where MOSES alleges that the air quality is inferior. If the air quality is found to be substandard, the person in charge of the location shall make reasonable efforts to improve it.

Section 3.

The parties recognize that Unit 9 employees in the Department of Environmental Protection involved in the following activities as part of their work duties may be exposed to materials or conditions hazardous to their health:

a) Response to hazardous materials spills/incidents;
b) Inspection/investigation of hazardous waste sites;
c) Inspection/investigation of licensed hazardous waste facilities;
d) Inspection/investigation of industrial and municipal wastewater treatment plants which may be releasing toxic compounds into the waste stream;
e) Laboratory handling and analysis of samples collected in the above activities.

Such employees shall be given a physical examination on an annual basis at no cost to the employee.

In addition, the parties recognize that other Unit 9 employees may be exposed to hazardous materials or conditions. A joint committee consisting of not more than three MOSES representatives and three Management representatives shall identify as soon as possible those Unit 9 employees that come in contact with materials or conditions determined by said committee to be hazardous to one's health and those employees shall be provided an annual physical examination paid for by the Commonwealth.

Section 4.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure set forth in Article 23A, but may not be the subject of arbitration.

ARTICLE 21

EMPLOYEE LIABILITY

A joint MOSES/Employer Committee on Employee Liability shall be established to continue discussions concerning the protection of employees against liability arising out of their employment, and to file such legislation as may be necessary.

ARTICLE 22

CREDIT UNION DEDUCTION

The Commonwealth agrees to deduct from the regular salary payments (not a draw) of employees an amount of money, upon receipt of the employee's written authorization for the deduction for the purpose of shares in, making deposits to, or repaying a loan to a credit union organized under appropriate provisions of law by MOSES. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to the Commonwealth and the treasurer of the credit union thirty days in advance of the desired cessation of payroll deduction.

ARTICLE 23

ARBITRATION OF DISCIPLINARY ACTION

Section 1. No Unit 9 employee who has been employed by the Commonwealth for six consecutive months or more shall be discharged, suspended, or demoted for disciplinary reasons or given a warning or reprimand without just cause.

An employee who severs his/her employment with the Commonwealth must serve an additional probationary period upon reemployment whether in the same or a different job title.

Section 2. In the event that an employee is not given a departmental hearing prior to the imposition of discipline or discharge. then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within ten working days of the date such action was taken. The grievance shall be treated as a Step II grievance and ARTICLE 23A - GRIEVANCE PROCEDURE shall apply.

Section 3. In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to OER within ten working days of the date such action was taken. The grievance shall be treated as a Step III grievance and ARTICLE 23A - GRIEVANCE PROCEDURE shall apply.

Section 4. As a condition precedent to submitting a grievance to arbitration alleging a violation of Section 1, pursuant to ARTICLE 23A-GRIEVANCE PROCEDURE, MOSES and the employee involved shall sign and give to the Employer, on a form prepared by the Employer, a waiver of any and all rights to appeal the disciplinary action to any other forum including the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

Section 5. Should MOSES submit a grievance alleging a violation of Section 1 to arbitration pursuant to ARTICLE 23A, the arbitration shall be conducted on an expedited basis.

An employee and/or MOSES shall not have the right to grieve, pursuant to ARTICLE 23 or 23A, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown, or withholding of services unless MOSES alleges that the employee did not engage in such conduct.

ARTICLE 23A

GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining Agreement.

Section 2. The grievance procedure shall be as follows:

Step I - An employee and/or MOSES shall submit a grievance in writing to the person designated by the agency head for such purpose not later than twenty-one calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The person so designated by the agency head shall reply in writing by the end of seven calendar days following the date of submission.

Step II - In the event the employee or MOSES wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing to the person designated by the agency head for such purpose within ten calendar days of the receipt of the Step I decision. The agency head or his designee shall meet with the employee and/or MOSES for review of the grievance and shall issue a written reply to the employee and or MOSES by the end of the fourteen calendar days following the day on which the appeal was filed.

Step III - In the event the employee or MOSES wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented to OER within seven calendar days of the receipt of the unsatisfactory decision. OER shall issue a written reply by the end of the twenty-one calendar days following the day on which the appeal was filed or if a conference is held by the end of the fourteen working days following the close of the conference; every effort will be made to hold such conference within fourteen working days following the filing of the appeal.

Step IV - Grievances unresolved at Step III may be brought to arbitration solely by MOSES by filing with the Director of OER within fourteen calendar days of the receipt of the Step III decision a completed Request for Arbitration form. Once arbitration has been requested by MOSES, a hearing shall be held no later that twelve months from such request. If a hearing is not held within the twelve month period due to inaction of MOSES, the grievance is thereby withdrawn with prejudice and without precedence.

Section 3. The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within ten days of OER's receipt of the Request for Arbitration, MOSES may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 4. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with M.G.L. Chapter 150C.

Section 5. All fees and expenses of the arbitrator, if any, which may be involved in an arbitration proceeding shall be divided equally between MOSES and OER. Each party shall bear the cost of preparing and presenting its own case.

Section 6. If a decision satisfactory to MOSES at any level of the grievance procedure other than Step IV is not implemented within a reasonable time, MOSES may reinstitute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

Section 7. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or MOSES may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only MOSES may request impartial arbitration under Step IV. However, no deadline shall be binding on the grievant and/or MOSES until a required response is given.

Section 8. Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

Section 9. Each department/agency head shall designate a person(s) to whom grievances may be submitted at Step I and/or Step II.

Section 10. A MOSES representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure.

Section 11. It is agreed that grievances will not be filed by MOSES nor accepted by the Commonwealth by facsimile. Any grievances received by facsimile will be denied as not properly filed.

ARTICLE 24

PERSONNEL RECORDS

Section 1. Each employee shall have the right, upon request, to examine and receive a copy of any and all material , including any and all evaluations, contained in any personnel records concerning such employee. MOSES shall have access to an employee's records upon written authorization by the employee involved.

Section 2. Whenever any material, including evaluations, is to be inserted into the personnel file or record of an employee, such employee shall be promptly notified and given a copy of such material upon its insertion. Such material shall be date stamped before its insertion.

Section 3.

A. MOSES or any employee may challenge the accuracy or propriety of such material and personnel evaluation by filing a written statement of the challenge in the personnel file.

B. An employee may file a grievance based on a personnel evaluation or on any material either of which results in a negative action. Upon a determination at any step of the grievance procedure that such personnel evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statement or statements thereto.

Section 4.

A. There shall be only one (1) official personnel file or record maintained by the Employer. Information not included in the official personnel file or record shall not be considered valid information, and shall be purged.

B. The official personnel file or record of an employee shall be placed in a location to which the employee has convenient access. For those employees not having convenient access to their personnel file/records, upon written request by the employee to examine his/her personnel file/records, the Employer shall make a reasonable effort for the employee to see his/her personnel file/records within a two (2) week period.

ARTICLE 24A

PERFORMANCE EVALUATION

SECTION 1.

A. In accordance with the provisions of Chapter 767 of the Acts of 1981, there shall be established a performance evaluation system for all employees covered by this Agreement.

B. Said system shall permit variations in format within and between various departments and agencies. However, any format must meet the following criteria (subject to formal promulgation under M.G.L. Chapter 31, S.4 and 6A):

1. All employee evaluations shall be in writing and shall be included in the employee's official personnel file. MOSES shall be notified should the employee lack English proficiency to understand the evaluation and its process.

2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade designated by the appointing authority (except in cases of potential conflict of interest or other legitimate reasoning).

3. Formal evaluations shall be completed at least once per year for each employee but not more than twice a year. Probationary employees shall be evaluated mid-point, but not more than twice a year.

4. Prior to each evaluation period the supervisor shall meet with the employee and shall inform the employee of the general performance dimension and procedures to be utilized in evaluating the employee's performance.

5. The performance dimensions shall be objective and job-related.

6. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's progress. The employee shall have two (2) work days to review the evaluation prior to signing it. A remedial development plan shall be formulated jointly if the mid-term review results in an unsatisfactory ating.

7. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof. The employee shall have two (2) work days to review the evaluation prior to signing.

8. Following the employee's review and signature, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.

C. Each department/agency shall utilize one of the pre-approved performance evaluation forms.

D. There shall be established within each agency a MOSES/Management Committee consisting of not more than four representatives of each party which shall meet at reasonable times to discuss any problems or issues surrounding the implementation of the performance evaluation system.

E. Any employee who as a result of an evaluation pursuant to this Agreement receives an overall rating of unsatisfactory shall have the right to grieve said rating through Step II of the Grievance Procedure.

In the event that the employee is not satisfied with the grievance response, the employee may file, through MOSES, within fourteen days with the Office of Employee Relations a request for review of the Step II determination.

Said review shall be conducted by a tripartite panel consisting of one person designated by MOSES, one person designated by the Director of the Office of Employee Relations and one person designated by the Chairman of the Board of Conciliation and Arbitration.

The standards of review to be applied by the panel shall be whether the evaluation rating is arbitrary, discriminatory or whether it is clearly erroneous. The decision of the tripartite panel shall be final and binding.

F. Nothing in this Agreement shall be construed as limiting in any way any other appeal rights provided by law, except that the appeal procedures provided in this Agreement shall not be available to any employee who elects to appeal his/her evaluation rating under the provisions of M.G.L. Chapter 31, Section 6 (C).

G. the Employer shall establish a fund of $20,000 for the purpose of developing and providing training for employees concerning the performance evaluation system established by this Article.

Section 2. The parties agree to establish a MOSES/Management Committee on Personnel Records consisting of four representatives selected by MOSES and four representatives selected by OER. The Committee shall meet bimonthly and shall review and make recommendations concerning the Commonwealth's policies and practices regarding the review and maintenance of personnel records. The Committee shall also discuss problems involving the performance evaluation system which are unrelated to the department/agency MOSES/Management Committees established above. The Committee shall also review the expenditures under Section 1 (G).

Section 3. The parties agree to establish a MOSES/Management committee to review and make recommendations to revise the Performance Evaluation Guidelines/Form. Said committee shall consist of four representatives selected by MOSES and four representatives selected by O.E.R.

ARTICLE 25

MANAGERIAL RIGHTS/PRODUCTIVITY

Section 1. Except as otherwise limited by an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2. Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and MOSES. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Section 3. It is acknowledged that during the negotiations which resulted in this Agreement, MOSES had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and MOSES agrees that the Employer shall not be obligated to any additional collective bargaining.

Section 4. Any prior agreement covering employees in Bargaining Unit 9 shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE 26

STATEWIDE MOSES/MANAGEMENT COMMITTEE

Section 1. In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a Statewide MOSES/Management Committee shall be established which shall consist of up to four representatives designated by the Employer and up to four representatives designated by MOSES.

Section 2. The Committee shall meet at least four times per year. Such meeting shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern including improvement of Employer/employee relations and improvement of productivity.

Section 3. Among other matters, the Committee shall consider the efficacy of establishing a four-day work week at all Unit 9 work locations.

If the Committee determines that a proposal is mutually agreeable, the Employer shall make a good faith effort to implement the proposal during the term of this Agreement.

Section 4. There shall be a MOSES/Management Subcommittees established within each department/agency consisting of six members, three representing MOSES and three representing Management. It shall be the responsibility of these Subcommittees to promote ways and means of improving the "Quality of Life" within the work place. Any procedures or changes in conditions promulgated by the Subcommittee shall be approved by the Statewide MOSES/Management Committee before they become operative.

ARTICLE 26A

EMPLOYEE PARTICIPATION PROGRAM

Section 1. General

The Employer and MOSES recognize that the employees who perform the work are one of the most valuable sources of information concerning the methods and means of improving the delivery of services to the public. Therefore, the parties agree to establish an employee participation program which shall be under the direction and control of the Special MOSES/Management Committee set out in Section 2.

Section 2. Committee

The Employer and MOSES agree to establish a Special Statewide MOSES/Management Committee, consisting of four representatives appointed by MOSES, and four representatives appointed by the Director of the Office of Employee Relations. The Committee shall develop and implement policies and procedures for agency programs. Such Committee shall function continuously throughout the life of this Agreement.

ARTICLE 27

NO STRIKES

Section 1. Neither MOSES nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of services by employees.

Section 2. MOSES shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

ARTICLE 28

SAVING CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be unenforceable, and the parties shall meet to discuss amending the provision to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. If no agreement is reached within thirty days of the date the problem arose, then disputes arising under this Article may be submitted by MOSES to expedited arbitration.

ARTICLE 29

DURATION

This Agreement shall be for the three year period from July 1, 1990 to June 30, 1993 and the terms contained herein shall become effective on the signing date of the Agreement unless otherwise specified. Should a successor agreement not be executed by July 1, 1993, this Agreement shall remain in full force and effect until a successor agreement is executed. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 1, 1993.

ARTICLE 30

APPROPRIATION BY THE GENERAL COURT

The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with M.G.L. C. 150E, S. 7 in which case the cost items shall be effective on the date provided in the Agreement. The Employer shall make such a request to the general Court. If the general Court rejects the request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

This Agreement signed the 2nd day of January 1991

For MOSES by its
Collective Bargaining
Committee

Paul K. Donohue, President

John F. Fitzgerald, Jr.,
Chairman

For the Commonwealth

L. Edward Lashman, Secretary
Commissioner of Administration
and Finance

John R. McKeon, Director
Office of Employee Relations

APPENDIX A-1
SCHEDULE OF WEEKLY SALARY RATES
EFFECTIVE JUNE 28, 1988

JG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	PROMOTION FACTOR
9	$332.86	$342.26	$351.66	$361.06	$370.46	$379.86	$398.66	$9.40
10	$346.62	$356.63	$366.64	$376.65	$386.66	$396.67	$416.69	$10.01
11	$360.23	$371.10	$381.97	$392.84	$403.71	$414.58	$436.32	$10.87
12	$376.71	$388.09	$399.47	$410.85	$422.23	$433.61	$456.37	$11.38
13	$398.34	$410.32	$422.30	$434.28	$446.26	$458.24	$482.20	$11.98
14	$418.53	$432.61	$446.69	$460.77	$474.85	$488.93	$517.09	$14.08
15	$440.56	$455.92	$471.28	$486.64	$502.00	$517.36	$548.08	$15.36
16	$463.20	$480.41	$497.62	$514.83	$532.04	$549.25	$583.67	$17.21
17	$489.97	$507.94	$525.91	$543.88	$561.85	$579.82	$615.76	$17.97
18	$512.54	$531.95	$551.36	$570.77	$590.18	$609.59	$648.41	$19.41
19	$537.93	$558.84	$579.75	$600.66	$621.57	$642.48	$684.30	$20.91
20	$565.73	$587.33	$608.93	$630.53	$652.13	$673.73	$716.93	$21.60
21	$591.10	$614.35	$637.60	$660.85	$684.10	$707.35	$753.85	$23.25
22	$619.52	$644.32	$669.12	$693.92	$718.72	$743.52	$793.12	$24.80
23	$650.18	$675.66	$701.14	$726.62	$752.10	$777.58	$828.54	$25.48
24	$678.63	$705.53	$732.43	$759.33	$786.23	$813.13	$866.93	$26.90
25	$707.16	$735.59	$764.02	$792.45	$820.88	$849.31	$906.17	$28.43
26	$732.50	$762.33	$792.16	$821.99	$851.82	$881.65	$941.31	$29.83
27	$763.18	$793.96	$824.74	$855.52	$886.30	$917.08	$978.64	$30.78
28	$793.42	$825.69	$857.96	$890.23	$922.50	$954.77	$1,019.31	$32.27
29	$823.00	$856.74	$890.48	$924.22	$957.96	$991.70	$1,059.18	$33.74
30	$857.37	$892.57	$927.77	$962.97	$998.17	$1,033.37	$1,103.77	$35.20
31	$888.81	$925.56	$962.31	$999.06	$1,035.81	$1,072.56	$1,146.06	$36.75
32	$923.23	$961.45	$999.67	$1,037.89	$1,076.11	$1,114.33	$1,190.77	$38.22
33	$957.65	$997.34	$1,037.03	$1,076.72	$1,116.41	$1,156.10	$1,235.48	$39.59

APPENDIX A-2
SCHEDULE OF WEEKLY SALARY RATES
EFFECTIVE JANUARY 13, 1991

JG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	PROMOTION FACTOR
9	$346.86	$356.26	$365.66	$375.06	$384.46	$393.86	$412.66	$9.40
10	$360.62	$370.63	$380.64	$390.65	$400.66	$410.67	$430.69	$10.01
11	$374.23	$385.10	$395.97	$406.84	$417.71	$428.58	$450.32	$10.87
12	$390.71	$402.09	$413.47	$424.85	$436.23	$447.61	$470.37	$11.38
13	$410.29	$422.63	$434.97	$447.31	$459.65	$471.99	$496.67	$12.34
14	$431.09	$445.59	$460.09	$474.59	$489.10	$503.60	$532.60	$14.50
15	$453.78	$469.60	$485.42	$501.24	$517.06	$532.88	$564.52	$15.82
16	$477.10	$494.82	$512.55	$530.27	$548.00	$565.73	$601.18	$17.73
17	$504.67	$523.18	$541.69	$560.20	$578.71	$597.21	$634.23	$18.51
18	$527.92	$547.91	$567.90	$587.89	$607.89	$627.88	$667.86	$19.99
19	$554.07	$575.61	$597.14	$618.68	$640.22	$661.75	$704.83	$21.54
20	$582.70	$604.95	$627.20	$649.45	$671.69	$693.94	$738.44	$22.25
21	$608.83	$632.78	$656.73	$680.68	$704.62	$728.57	$776.47	$23.95
22	$638.11	$663.65	$689.19	$714.74	$740.28	$765.83	$816.91	$25.54
23	$669.69	$695.93	$722.17	$748.42	$774.66	$800.91	$853.40	$26.24
24	$698.99	$726.70	$754.40	$782.11	$809.82	$837.52	$892.94	$27.71
25	$728.37	$757.66	$786.94	$816.22	$845.51	$874.79	$933.36	$29.28
26	$754.48	$785.20	$815.92	$846.65	$877.37	$908.10	$969.55	$30.72
27	$786.08	$817.78	$849.48	$881.19	$912.89	$944.59	$1,008.00	$31.70
28	$817.22	$850.46	$883.70	$916.94	$950.17	$983.41	$1,049.89	$33.24
29	$847.69	$882.44	$917.19	$951.95	$986.70	$1,021.45	$1,090.96	$34.75
30	$883.09	$919.35	$955.60	$991.86	$1,028.12	$1,064.37	$1,136.88	$36.26
31	$915.47	$953.33	$991.18	$1,029.03	$1,066.88	$1,104.74	$1,180.44	$37.85
32	$950.93	$990.29	$1,029.66	$1,069.03	$1,108.39	$1,147.76	$1,226.49	$39.37
33	$986.38	$1,027.26	$1,068.14	$1,109.02	$1,149.90	$1,190.78	$1,272.54	$40.88

APPENDIX A-3
SCHEDULE OF WEEKLY SALARY RATES
EFFECTIVE JUNE 30, 1991

JG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	PROMOTION FACTOR
9	$353.13	$363.10	$373.08	$383.05	$393.02	$402.99	$422.94	$9.97
10	$367.73	$378.35	$388.97	$399.59	$410.21	$420.83	$442.07	$10.62
11	$382.17	$393.70	$405.23	$416.76	$428.30	$439.83	$462.89	$11.53
12	$399.65	$411.72	$423.80	$435.87	$447.94	$460.02	$484.16	$12.07
13	$422.60	$435.31	$448.02	$460.73	$473.44	$486.15	$511.57	$12.71
14	$444.02	$458.96	$473.89	$488.83	$503.77	$518.71	$548.58	$14.94
15	$467.39	$483.69	$499.98	$516.28	$532.57	$548.87	$581.46	$16.30
16	$491.41	$509.67	$527.93	$546.18	$564.44	$582.70	$619.22	$18.26
17	$519.81	$538.87	$557.94	$577.00	$596.07	$615.13	$653.26	$19.06
18	$543.75	$564.35	$584.94	$605.53	$626.12	$646.71	$687.90	$20.59
19	$570.69	$592.87	$615.06	$637.24	$659.42	$681.61	$725.97	$22.18
20	$600.18	$623.10	$646.01	$668.93	$691.84	$714.76	$760.59	$22.92
21	$627.10	$651.76	$676.43	$701.10	$725.76	$750.43	$799.76	$24.67
22	$657.25	$683.56	$709.87	$736.18	$762.49	$788.80	$841.42	$26.31
23	$689.78	$716.81	$743.84	$770.87	$797.90	$824.93	$879.00	$27.03
24	$719.96	$748.50	$777.03	$805.57	$834.11	$862.65	$919.73	$28.54
25	$750.23	$780.39	$810.55	$840.71	$870.87	$901.03	$961.36	$30.16
26	$777.11	$808.76	$840.40	$872.05	$903.70	$935.34	$998.64	$31.65
27	$809.66	$842.31	$874.97	$907.62	$940.28	$972.93	$1,038.24	$32.65
28	$841.74	$875.97	$910.21	$944.45	$978.68	$1,012.92	$1,081.39	$34.24
29	$873.12	$908.92	$944.71	$980.50	$1,016.30	$1,052.09	$1,123.68	$35.79
30	$909.58	$946.93	$984.27	$1,021.61	$1,058.96	$1,096.30	$1,170.99	$37.34
31	$942.94	$981.93	$1,020.91	$1,059.90	$1,098.89	$1,137.88	$1,215.86	$38.99
32	$979.45	$1,020.00	$1,060.55	$1,101.10	$1,141.65	$1,182.19	$1,263.29	$40.55
33	$1,015.97	$1,058.08	$1,100.19	$1,142.29	$1,184.40	$1,226.51	$1,310.72	$42.11

APPENDIX A-4
SCHEDULE OF WEEKLY SALARY RATES
EFFECTIVE DECEMBER 29, 1991

JG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	PROMOTION FACTOR
9	$360.19	$370.37	$380.54	$390.71	$400.88	$411.05	$431.40	$10.17
10	$375.08	$385.92	$396.75	$407.58	$418.41	$429.24	$450.91	$10.83
11	$389.81	$401.57	$413.34	$425.10	$436.86	$448.62	$472.15	$11.78
12	$407.64	$419.96	$432.27	$444.59	$456.90	$469.22	$493.85	$12.31
13	$431.05	$444.01	$456.98	$469.94	$482.91	$495.87	$521.80	$12.96
14	$452.90	$468.14	$483.37	$498.61	$513.84	$529.08	$559.55	$15.24
15	$476.74	$493.36	$509.98	$526.60	$543.22	$559.84	$593.09	$16.62
16	$501.24	$519.86	$538.48	$557.11	$575.73	$594.35	$631.60	$18.62
17	$530.21	$549.65	$569.10	$588.54	$607.99	$627.43	$686.32	$19.45
18	$554.63	$575.63	$596.64	$617.64	$638.64	$659.65	$701.66	$21.00
19	$582.10	$604.73	$627.36	$649.98	$672.61	$695.24	$740.49	$22.63
20	$612.19	$635.56	$658.93	$682.31	$705.68	$729.06	$775.80	$23.37
21	$639.64	$664.80	$689.96	$715.12	$740.28	$765.44	$815.75	$25.16
22	$670.39	$697.23	$724.07	$750.90	$777.74	$804.58	$858.25	$26.84
23	$703.57	$731.14	$758.72	$786.29	$813.86	$841.43	$896.58	$27.57
24	$734.36	$763.47	$792.58	$821.68	$850.79	$879.90	$938.12	$29.11
25	$765.23	$796.00	$826.76	$857.52	$888.29	$919.05	$980.58	$30.76
26	$792.65	$824.93	$857.21	$889.49	$921.77	$954.05	$1,018.61	$32.28
27	$825.85	$859.16	$892.47	$925.77	$959.08	$992.39	$1,059.00	$33.31
28	$858.57	$893.49	$928.41	$963.33	$998.25	$1,033.17	$1,103.01	$34.92
29	$890.58	$927.09	$963.60	$1,000.12	$1,036.63	$1,073.14	$1,146.16	$36.51
30	$927.78	$965.87	$1,003.96	$1,042.05	$1,080.14	$1,118.23	$1,194.41	$38.09
31	$961.80	$1,001.57	$1,041.33	$1,081.10	$1,120.87	$1,160.64	$1,240.17	$39.77
32	$999.04	$1,040.40	$1,081.76	$1,123.12	$1,164.48	$1,205.84	$1,288.55	$41.36
33	$1,036.29	$1,079.24	$1,122.19	$1,165.14	$1,208.09	$1,251.04	$1,336.94	$42.95

APPENDIX A-5
SCHEDULE OF WEEKLY SALARY RATES
EFFECTIVE JUNE 28, 1992

JG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	PROMOTION FACTOR
9	$371.00	$381.48	$391.95	$402.43	$412.91	$423.38	$444.34	$10.48
10	$386.34	$397.49	$408.65	$419.81	$430.96	$442.12	$464.43	$11.16
11	$401.51	$413.62	$425.74	$437.85	$449.97	$462.08	$486.31	$12.12
12	$419.87	$432.56	$445.24	$457.93	$470.61	$483.29	$508.66	$12.68
13	$443.98	$457.34	$470.69	$484.04	$497.39	$510.75	$537.45	$13.35
14	$466.49	$482.18	$497.87	$513.57	$529.26	$544.95	$576.34	$15.69
15	$491.04	$508.16	$525.28	$542.40	$559.52	$576.64	$610.88	$17.12
16	$516.27	$535.46	$554.64	$573.82	$593.00	$612.18	$650.55	$19.18
17	$546.11	$566.14	$586.17	$606.20	$626.23	$646.26	$686.31	$20.03
18	$571.27	$592.90	$614.54	$636.17	$657.80	$679.44	$722.71	$21.63
19	$599.57	$622.87	$646.18	$669.48	$692.79	$716.10	$762.71	$23.31
20	$630.55	$654.63	$678.70	$702.78	$726.85	$750.93	$799.08	$24.07
21	$658.83	$684.74	$710.66	$736.57	$762.49	$788.40	$840.23	$25.91
22	$690.51	$718.15	$745.79	$773.43	$801.07	$828.71	$884.00	$27.64
23	$724.68	$753.08	$781.48	$809.88	$838.28	$866.68	$923.48	$28.40
24	$756.39	$786.37	$816.35	$846.34	$876.32	$906.30	$966.26	$29.98
25	$788.19	$819.88	$851.56	$883.25	$914.94	$946.63	$1,010.00	$31.69
26	$816.43	$849.68	$882.93	$916.17	$949.42	$982.67	$1,049.17	$33.25
27	$850.63	$884.93	$919.24	$953.55	$987.85	$1,022.16	$1,090.77	$34.31
28	$884.33	$920.30	$956.27	$992.23	$1,028.20	$1,064.17	$1,136.10	$35.97
29	$917.30	$954.91	$992.51	$1,030.12	$1,067.72	$1,105.33	$1,180.54	$37.61
30	$955.61	$994.84	$1,034.08	$1,073.31	$1,112.54	$1,151.78	$1,230.24	$39.23
31	$990.65	$1,031.61	$1,072.57	$1,113.53	$1,154.49	$1,195.46	$1,277.38	$40.96
32	$1,029.02	$1,071.61	$1,114.21	$1,156.81	$1,199.41	$1,242.01	$1,327.21	$42.60
33	$1,067.38	$1,111.62	$1,155.85	$1,200.09	$1,244.33	$1,288.57	$1,377.04	$44.24

APPENDIX A-6
SCHEDULE OF WEEKLY SALARY RATES
EFFECTIVE JANUARY 3, 1993

JG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	PROMOTION FACTOR
9	$378.42	$389.11	$399.79	$410.48	$421.17	$431.85	$453.23	$10.69
10	$394.06	$405.44	$416.82	$428.20	$439.58	$450.96	$473.72	$11.38
11	$409.54	$421.89	$434.25	$446.61	$458.97	$471.32	$496.04	$12.36
12	$428.27	$441.21	$454.15	$467.08	$480.02	$492.96	$518.83	$12.94
13	$452.86	$466.48	$480.10	$493.72	$507.34	$520.96	$548.20	$13.62
14	$475.82	$491.82	$507.83	$523.84	$539.84	$555.85	$587.87	$16.01
15	$500.86	$518.32	$535.79	$553.25	$570.71	$588.17	$623.10	$17.46
16	$526.60	$546.17	$565.73	$585.30	$604.86	$624.43	$663.56	$19.57
17	$557.03	$577.46	$597.89	$618.32	$638.75	$659.18	$700.04	$20.43
18	$582.69	$604.76	$626.83	$648.89	$670.96	$693.03	$737.16	$22.07
19	$611.56	$635.33	$659.10	$682.87	$706.65	$730.42	$777.96	$23.77
20	$643.16	$667.72	$692.28	$716.83	$741.39	$765.95	$815.06	$24.56
21	$672.01	$698.44	$724.87	$751.30	$777.73	$804.17	$857.03	$26.43
22	$704.32	$732.51	$760.70	$788.90	$817.09	$845.29	$901.68	$28.19
23	$739.17	$768.14	$797.11	$826.07	$855.04	$884.01	$941.94	$28.97
24	$771.52	$802.10	$832.68	$863.26	$893.84	$924.43	$985.59	$30.58
25	$803.95	$836.27	$868.59	$900.92	$933.24	$965.56	$1,030.20	$32.32
26	$832.76	$866.67	$900.59	$934.50	$968.41	$1,002.32	$1,070.15	$33.91
27	$867.64	$902.63	$937.62	$972.62	$1,007.61	$1,042.60	$1,112.59	$34.99
28	$902.02	$938.70	$975.39	$1,012.08	$1,048.77	$1,085.45	$1,158.83	$36.69
29	$935.65	$974.00	$1,012.36	$1,050.72	$1,089.08	$1,127.44	$1,204.15	$38.36
30	$974.72	$1,014.74	$1,054.76	$1,094.77	$1,134.79	$1,174.81	$1,254.85	$40.02
31	$1,010.46	$1,052.24	$1,094.02	$1,135.80	$1,177.58	$1,219.36	$1,302.92	$41.78
32	$1,049.60	$1,093.05	$1,136.50	$1,179.95	$1,223.40	$1,266.85	$1,353.75	$43.45
33	$1,088.73	$1,133.85	$1,178.97	$1,224.09	$1,269.22	$1,314.34	$1,404.58	$45.12